

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TENNESSEE AT GREENEVILLE

IN RE:)	
)	
Lakeway Publishers, Inc.)	Case No. 2:19-bk-51163-MPP
)	Chapter 11
)	
Debtor.)	

OBJECTION TO MOTION TO PAY CRITICAL VENDOR PAGE COOPERATIVE

COMES PINNACLE BANK, by and through counsel, a secured creditor and party in interest, and would say unto the Court as follows:

1. That this Court entered an Order on June 19, 2019 [Doc. 56], that provided, among other things, that Page Cooperative, an unsecured creditor of the Debtors, would be paid \$10,000.00 per month on its pre-petition unsecured debt beginning June 21, 2019, and in return Page Cooperative would continue to deliver and supply its product, which the Bank believes to be paper, to the Debtor. Page also required that it be released from any claims against it pursuant to 11 U.S. C. §547 and that Page agreed that Lakeway and Lakeway Missouri would receive all pre-petition rebates. The Order further provided that this arrangement would remain in place and become **permanent** if no objections were filed by July 1, 2019.

2. That it is the current intention of Pinnacle Bank and the Debtors to enter into an Agreed Order regarding the Debtors' use of Cash Collateral which provides for Adequate Protection Payments to Pinnacle Bank. This Order will be effective for a sixty (60) day period until the Bank and the Debtor can gain more information regarding the Debtors' budgets, on-going operations and the feasibility of moving forward in these Chapter 11 Proceedings.

3. That in order for Pinnacle Bank to gain more information about the necessity of Page Cooperative as a critical vendor, Pinnacle Bank objects to the Order to the extent

that it provides it will become **permanent and final** unless objection to it is filed by July 1, 2019. Until Pinnacle Bank can obtain more information as to why this unsecured creditor is being preferred in such a manner, receiving \$10,000.00 per month payments on approximately \$1,400,000.00, then Pinnacle Bank objects to the arrangement as proposed by the Debtors and Page Cooperative **on a permanent basis**. Pinnacle Bank has no objection to the proposal if it is on a temporary basis to the same extent the Adequate Protection and Cash Collateral Order to be entered will be, that is for 60 days.

WHEREFORE, PREMISES CONSIDERED, Pinnacle requests that this matter be heard by this Court on July 2, 2019, at 9:00 a.m., and for such other and further relief as to which Pinnacle Bank may show entitlement.

Respectfully submitted this the 1st day of July, 2019.

PINNACLE BANK

By: /s/ Walter N. Winchester

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that true and exact copies hereof have been served upon all parties listed on the ECF filing receipt issued herewith, including:

Ryan E. Jarrard, Attorney for Debtor;

U.S. Trustee; and

Other parties requesting electronic notice via the Court's ECF system,

and to the Debtor, Lakeway Publishers, Inc. and Lakeway Publishers of Missouri, Inc., P.O. Box 625, Morristown, TN 37815, via United States Mail this the 1st day of July, 2019.

Winchester, Sellers, Foster & Steele, P.C.

By: /s/ Walter N. Winchester